

11 BIT STUDIOS S.A. USER AGREEMENT

Basic Information

This user agreement („**User Agreement**”) constitutes legally binding document between 11 BIT STUDIOS S.A. with its seat in Warsaw, Brzeska 2, 03-737 Warsaw, Poland, Company Register Number: 000035088 („**11 BIT**”) and an adult natural person (“**User**”) as regards use by User services provided by 11 BIT (e.g. games, support).

In case of natural persons under 18 (territory of the Republic of Poland) or minor natural persons (in the meaning of regulations binding in their place of residence other than the Republic of Poland) consent of statutory agent is required (e.g. parent, legal guardian).

As regards the use of websites administrated by 11 BIT, Cookies Files and Websites Policy available under the following web address: [www. 11bitstudios.com](http://www.11bitstudios.com) apply.

As regards processing of personal data of Users by 11 BIT Privacy Policy is available under the following web address: www.11bitstudios.com and respective provisions of binding law are also applicable, taking into consideration following specifics:

- 11 BIT may collect statistical data regarding technical information of your device and performance of the game (e.g. if and when it crashes). Data will be gathered in an anonymous manner with no way for 11 BIT to identify the player it comes from. (ie. those are not personal data);
- In addition to data processing described in the Privacy Policy, 11 BIT may collect statistical data as to the gameplay and/or storyline decisions made by Users within games provided as part of the Services. The aforementioned data are collected only for statistical purposes and are not associated with any personal data or qualities (age, gender etc.) of the User, even if the User is e.g. able to see statistics including his own decision. If 11 BIT collects any statistical data as to the gameplay and/or storyline decisions made by Users within games provided as part of the Services, there will be an option to opt-out from processing statistical data, User will be presented with such option (ie. those are not personal data);
- Personal data (e.g. IP number), as defined in General Data Protection Regulation (GDPR) may be collected for 11 BIT in order to verify traffic between 11 BIT marketing campaigns and consequent game purchase. Those data are subject to all rules and regulations necessary to make sure we gather data up to smallest possible extent in order to fulfill that goal. Specific terms and conditions under which we process your data may be found in the attachment no 1 to User Agreement. Whenever possible apart from your rights we will provide you with in-game option to opt-out from processing personal.

Technical requirements of User’s hardware and software essential for a proper functioning of the Service are established and communicated by the platform, which offers the Service. User should familiarize themselves with any such information provided by the platform used to access the Service.

The Services may be localized in order to comply with the applicable law or cultural standards of the place of User’s residence when accessing the Service or

the requirements of the platform, within which the Service may be accessed. Therefore, the Service's content, e.g. in terms of storyline, items used by the characters, products advertised within the Service etc. may vary depending on the place of User's residence when accessing the Service or the platform used for accessing the Service.

License-Entitlement

Upon fulfillment of conditions specified in given Service (e.g. delivery of game, registration) 11 BIT grants for the benefit of User license (or respectively entitlement) to use of such Service in compliance with its functionality and use of 11 BIT's intellectual property being integral part of such Service provided that: (1) license (entitlement) type is non-exclusive without the right to grant further sub-licenses,

(2) license (entitlement) covers solely use of given Service for private purposes of given User and (3) license (entitlement) does not result in any additional entitlements for the benefit of given User (e.g. User who acquired a game may download, install and use such game and only in case of box/psychical version (CD/DVD format without key) may resale such game to another natural person).

Given Service (e.g. game) may establish additional entitlements or determine additional requirements of use of such Service (e.g. age, access to Internet, system requirements, equipment requirements) and in that case such additional entitlements or requirements shall be indicated in specification of given Service or other document made available in connection with use of given Service.

Unless otherwise indicated in binding regulations of law or content of User Agreement, User is not allowed to exercise the following activities: (1) use Services in other purpose than private, in particular for commercial purposes (e.g. lending, lease, commercial publication, pay-per-play, coin-op or other chargeable (or free) basis), (2) use of Services in a manner being violation of rights of 11 BIT, third parties or other Users, (3) use of Service contrary to its designation or specification, (4) interfere of Service or network systems connected to Service (e.g. attempt to gain access or modify source code, use of malware, breaking rules of competition), (5) use of service contrary to binding legal regulations and generally accepted social or cultural norms, (6) modify or delete the copyright and other proprietary rights notices on or in the Services.

If the given Service (e.g. game) was provided to User for a limited period of time and/or number of uses, User cannot use the Service beyond the expiration or termination of such trial period. User acknowledges and agrees that the Service may include code designed to prevent User from exceeding these limits, and that such code may remain on User's device after uninstallation of the Service to prevent User from repeating the trial period.

11 BIT declares that: (i) is entitled to grant license (entitlement) for the benefit of User on terms specified in this User Agreement (and indicated in specification of given Service or other document made available in connection with use of given Service) and (2) undertakes activities in order to ensure the highest quality of Services made available to User. 11 BIT is allowed to implement all actualizations of Service or its elements (e.g. patch).

Intellectual Property Rights

11 BIT is solely entitled to all Services and all intellectual property rights connected to or incorporated in such Services, including copyright and industrial property rights (or 11 BIT obtained appropriate legal titles upon separate agreements with third parties).

As regards computer games, intellectual property of 11 BIT covers in particular graphic, text, sound and visual elements as well as characters and story. User is allowed to use mentioned intellectual property solely in the scope specified in this User Agreement and indicated in specification of given Service or other document made available in connection with use of given Service (if applicable).

User agrees to indemnify, defend and hold harmless 11 BIT, including their respective employees, officers, directors and personnel, from any claims, losses, damages or liabilities, including attorneys' fees, arising out of User's violation of this User Agreement.

11 BIT informs that third-party marketing materials may be incorporated into the Services, including in the form of product or brand placement. All trademarks and other copyrights included in Services are the property of their respective owner.

Content of Users

Users are allowed to use the Services (e.g. game elements) to create art based on such Services (e.g. fanart) only in case when such rights were granted in specification of given Service or other document made available in connection with use of given Service or such activity is based on binding regulations of law.

Using of Services may result in situation in which in the scope or with use of given Service (or its elements) User shall create (produce) content which shall be made available to 11 BIT or other Users ("Users Content") (e.g. message, link, game recording). Such activity is allowed provided unless: (1) in specification of given Service or other document made available in connection with use of given Service creation or use of User Content may not be allowed, (2) User Content is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent, (3) User is not granted with proper consents or entitlements of third parties necessary for creation or use of such User Content (e.g. use of graphic work of third parties).

User Content shall be used solely for private or other non-commercial purposes (e.g. entertainment, sharing experiences with other Users). Prohibition of commercial use of User Content covers in particular obtaining any profits by User or third parties and making User Content available as part of products or services of third parties. 11 BIT shall consider all requests and questions as regards use of User Content in the scope exceeding allowed activities specified in this User Agreement (or indicated in specification of given Service or other document made available in connection with use of given Service creation or use of User Content).

As of publication or making User Content publicly available by User, User grants to 11 BIT free-of-charge and non-exclusive, transferrable or sub-licensable license to use User Content on all field of exploitations (including fixation, reproduction, distribution, disposal of the original or copies, modification, use of and disposal of modified versions) known on the date on which such license is granted on territory of the world (without territory limitations) and as regards derivate works based or using User Content (e.g. publication by 11 BIT on its fanpage). If admissible under the applicable law, the license to User Content is granted without time limitation (non-revocable); if not, it is granted for an unlimited period, with a 5-year termination period. Termination of the User Agreement does not imply termination of the licence granted to 11 BIT for User Content.

Termination

Unless otherwise specified in the specification or any other document made available in connection with use of the Service, this User Agreement is concluded for an indefinite period and may be terminated by User at any time by uninstalling the Service and destroying any copies 11 BIT's intellectual property being integral part of such Service.

11 BIT is entitled to terminate this User Agreement with immediate effect in each case when User violates its terms, as well as undertake other legal activities under the applicable law as regards such violation. Upon termination of this User Agreement, User agrees to immediately cease to use the Services and destroy all copies of 11 BIT's intellectual property being integral part of such Service.

Final Information

This User Agreement is binding solely between User and 11 BIT. In respective scope also shall be applied: (i) speciation of given Service or other document made available in connection with use of given Service creation or use of User Content, (ii) Cookies Files and Use of Websites Policy, (iii) Privacy Policy. As regards Users from territory of the Republic of Poland this Agreement shall be subjected to polish law.

If a court of competent jurisdiction declares any provision of this User Agreement to be void or unenforceable, then such provision will be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the original intent underlying such provision. Invalidity or unenforceability of some provisions will not affect any other provision of this User Service.

11 BIT publishes current version of this User Agreement (with indication of the publication date) under following website address: www.11bitstudios.com. Content of this User Agreement may be subject to change only for important organisational, legal or technical reasons e.g. as a result of amendment of regulations or provided Services. The User shall be informed of any change either by an in-game notification or, if possible, by an email with the new version of this User Agreement attached. Amendments shall come into force within the period indicated by 11 BIT, allowing Users to familiarize themselves with the new terms and conditions taking into account the nature of the changes, but not less than 14 days from the date of delivery of the amended User Agreement to the Users' email address. This deadline does not apply in situations where the introduction of changes to this User Agreement in a shorter period of time will be required by applicable law, a ruling or

another act of a competent public authority.

Attachment No. 1

GDPR information clause

If your personal data are collected or processed, bear in mind it may not always be the case, below please find rules governing collecting and processing such data.

Data controller, or who will be responsible for processing your data?

The data controller, i.e. the entity which determines and controls how your personal data will be used, is 11 bit studios S.A. (the "Company") with its registered office at ul. Brzeska 2, 03-737 Warsaw, Poland. The Company can be contacted at the postal address given above or via email at: iod@11bitstudios.com

Data Protection Inspector

The Company has appointed a Personal Data Protection Inspector, who can be contacted at the address indicated above.

Purpose of processing, or what will the Company process your data for?

Note that the Company may process the same data (e.g. your IP, name of your computer etc) for various purposes. The Company will process your personal data for the following purposes:

- to verify how successful Company's marketing activities are,
- to optimize marketing activities.

Basis for processing, or on what grounds is the Company authorised to process your personal data?

Depending on data category and other factors, the Company is authorised to process your personal data on the following bases:

- when processing is necessary based upon aims resulting from legally grounded aims performed by the Company, e.g. to provide means of communicating or preserving the identity of the Company and its staff,

Are you required to provide your personal data to the Company?

While provision of your personal data is voluntary, it is also necessary for the accomplishment of any of the aforementioned purposes.

What rights do you have towards the Company in respect of data processed?

With regard to the processing of your personal data by the Company, you have the

right to request from the Company:

- access to your data;
- rectification of data: in the case of incorrect or incomplete data;
- erasure of data: if such data is no longer necessary in relation to the purposes for which it was collected by the Company; if you withdraw consent to the processing of such data (in the case of processing based on consent); if you object prior to the processing of such data; if your data has been unlawfully processed; if your data has to be erased for compliance with a legal obligation;
- restriction of data processing;
- data portability.

If personal data is processed based on your explicit consent, you have the right to withdraw such consent at any time.

You have the right to lodge a **complaint** in respect of processing of your personal data by the Company with the President of the Polish Personal Data Protection Office (at the following address: *Biuro Prezesa Urzędu Ochrony Danych Osobowych*, ul. Stawki 2, 00-193 Warszawa, Poland).

When do you have the right to object to data processing?

You have the right to **object** to the processing of your personal data if the processing is based on legitimate interests and/or is carried out for statistical purposes, but such objection is nevertheless justified by your particular situation.

Who may the Company share your personal data with?

The Company may make your personal data available to:

- suppliers of software used by the Company (including providers of statistic tools)
- business or potential business partners of the Company,

For how long will the Company retain your personal data?

As a rule, your personal data will be retained for the duration of your User Agreement with the Company, however, no longer till you withdraw your consent, if the data are processed upon your consent. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

In case, data are being processed upon aims resulting from legally grounded aims performed by the Company, till the aim lasts, at least for the period of limitation of claims, in the event that the Company reasonably believes that there may be a need to pursue or defend against claims, or for the duration of court proceedings, taking into account the period of enforcement of the judgment.

The Company may also retain data for account-giving purposes to demonstrate compliance with its statutory obligations - until the obligations arising from separate regulations expire.

Will your personal data be transferred to third countries?

Personal data may be transferred to countries outside the European Economic Area if it proves necessary to the extent necessary for the legitimate interests pursued by the Company (e.g. in the event of the need to preserve the identity of the Company and its team in a country outside the European Economic Area). In this case, the transfer of personal data is based on a decision of the European Commission stating the adequate level of personal data protection in a third country or using appropriate legal safeguards, which in particular include standard contractual clauses approved by the European Commission. In the absence of a decision of the European Commission confirming the adequate level of personal data protection in a

third country or in the absence of appropriate legal safeguards, such as standard contractual clauses, your personal data may be transferred to a third country on the basis of one of the grounds listed in Art. 49 section 1 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), including in particular based on your express consent.

Will automated decisions be made based on your data?

Personal data may be used for automated decision- making, including profiling understood as automatic processing of data.